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Official Public Records

Tarrant County Texas

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**D208407259**

2 Pages



Suzanne Henderson

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**AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS       }  
COUNTY OF TARRANT }

WHEREAS, Bent Trail Homeowners Association, (referred to herein as "Lessor") executed an Oil, Gas and Mineral Lease, dated May 6, 2004, in favor of ADEXCO PRODUCTION COMPANY, which is recorded as Document No. D204381892 in the Official Public Records of Tarrant County, Texas, (the "Lease"), and amendment to description recorded June 27, 2008 as Document No. D208247992 in the Official Public Records of Tarrant County, whereby the leased land was amended as follows,

0.149 of an acre, of a called 0.112 of an acre, more or less, and being Lot 19R, Block 1, Tate Addition, an Addition to Tarrant County, Texas, according to the Revised Plat thereof recorded in Volume 388-191, Page 10, Plat Records, Tarrant County, Texas, and being more particularly described in that certain Warranty Deed dated January 17, 1986, from Geneva C. Tate to Bent Trail Homeowners Association, as recorded in Volume 13900, Page 114 of the Official Public Records of Tarrant County, Texas.

AND WHEREAS, the Lease and all rights and privileges thereunder, are now owned and held by XTO Energy Inc. (hereinafter referred to as "Lessee"), a Delaware corporation.

AND WHEREAS, Lessor agrees to amend the Lease in accordance with the terms hereof.

NOW THEREFORE, notwithstanding anything to the contrary, Lessor hereby amends the Lease to add the following provision to the end of paragraph 4 of the Lease:

Any unit formed may be amended, re-formed, or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located, provided the size of such unit does not exceed the size allowed under this Lease.

AND, for the same consideration recited above, Lessor does hereby adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and does hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the Land, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the Lessor hereby declares that the Lease and all of its provisions, as amended, are binding on the Lessor and Lessee and is a valid and subsisting oil and gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

D208407259

WITNESS WHEREOF, this Amendment is executed on the respective date of Lessor's acknowledgment below, but is effective as of the date of the Lease.

B.T.H.O.A.  
Bent Trail Homeowners Association

By: Al Zaitoon

Title: President  
AL L. ZAITOON

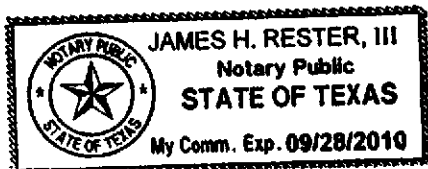
Address: 11 Bent Trail Drive  
Mansfield, Texas 76063

#### ACKNOWLEDGMENT

STATE OF TEXAS }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 22<sup>nd</sup> day of October, 2008, by \_\_\_\_\_, Bent Trail Homeowners Association.

James H. Rester III  
Notary Public, State of Texas



Return to: Bryson G. Kuha  
6127 Green Jacket Dr.  
Apt. # 1135  
Fort Worth, TX 76137